BRUHATBENGALURUMAHANAGARAPALIKE

REQUESTFOR PROPOSAL FOR

Collection of Parking Fees for the road - M.G. Road (From Mayohall Court Signal to LIC Building)

Officeofthe:

Joint Commissioner (East Zone) Mayohall Premises, Residency Road, Bangalore – 560001, Bruhat Bengaluru MahanagaraPalike,Bengaluru

Contents

SECTION1LETTEROFINVITATION.....7
SECTION 2. INFORMATION TO SERVICE PROVIDERS.....8
1. INTRODUCTION.....8
2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS.....10
3. SCOPE OF WORK.....10
4. PREPARATION OF PROPOSAL.....15
5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS.....16
6. PROPOSAL EVALUATION.....18
7. NEGOTIATIONS.....19
8. AWARD OF CONTRACT.....20
9. CONFIDENTIALITY.....20
10. PERFORMANCE SECURITY.....20
11. DATA SHEET - Information to Service Providers.....20
SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS.....23
3A. TECHNICAL PROPOSAL SUBMISSION FORM.....24
3B.SERVICEPROVIDER'SREFERENCES.....25
3C. DESCRIPTION OF THE SOP FOR COLLECTING PARKING REVENUES. 26
3D. TEAMCOMPOSITIONANDROLES.....27
3E. Financial Capacity of the Bidder.....28
SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS.....29
4A. Compliance Summary for Infrastructure and Equipment.....30
4B.FINANCIALPROPOSALSUBMISSIONFORM.....31
SECTION 5. TERMS OF REFERENCE.....32
1. BACKGROUND.....32
2. OBJECTIVES.....32
3. SPECIFICRESPONSIBILITIES OFTHETENDERER.....34
4. OBLIGATIONS OF THE CLIENT.....36
SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES.....37
1. FORM OF CONTRACT.....38
2. GENERALCONDITIONSOF CONTRACT.....40
A. GENERALPROVISIONS.....40
B. Commencement,Completion,ModificationandterminationofContract....42
C. Obligationsof theServiceProviders:.....46
D. ServiceProviders' PersonnelandSub-ServiceProviders.....48
E. ObligationsoftheClient.....48

F. Paymentto theServiceProviders:.....49
G. Settlementof Disputes.....49
H. Penalty Schedule.....49
3. SPECIALCONDITIONSOF CONTRACT.....51
4. APPENDICES.....56
AppendixA:ReportingRequirements.....56
Appendix B: Pre bid meeting queries format.....57
Appendix C: Form of Bank Guarantee for Advance Payments.....58
Appendix D: EMD Declaration format.....60
Appendix E: Approved Rate Card.....61
Appendix F – Certificate of Compliance and Understanding.....62
Appendix G: Road Mapping and Allocation of Two-Wheeler and Four-Wheeler Parking Slots.....63

BRUHAT BANGALORE MAHANAGARAPALIKE

No: JC/E/TEND/07/ 2024-25 Office of the Joint Commissioner

East Zone, Mayohall Premises, Residency Road,
Bangalore – 560 001
Dated: 23-06-2025

INVITATION FOR SHORT TERM TENDER
(Only through Kppp Portal) Two Cover System

1. The Joint Commissioner (East Zone), BBMP, Bangalore on behalf of the Commissioner, BBMP invites tenders from eligible Contractors firm registered in Bruhat Bangalore MahanagaraPalike or equivalent registration with Labour Department or any State Government Organizations for the Collection **of Parking Fees for MG Road**as detailed in the table below. The tenderers may submit tenders for Service given in the table through kpppportal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified as per **RFP** Documentsthe Instructions to Tenderers to qualify for award of the contract
2. Tender documents may be downloaded from the kppp portal of the Government of Karnataka from 25-06-2025
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **180** days beyond the validity of the tender.
4. Tenders must be submitted online through kppp portal on or before 16.00 hours on 11-07-2025and the opening of tenders will beas per e procurement portal guidelines
5. Other details can be seen in the tender documents.

Sl. No	Description	Minimum Reserve License fee (in Rupees)	EMD (InRupees)	TenderFee	Period ofTender
1	M.G. Road (From Mayohall Court Signal to LIC Building)	70,00,000	1,40,000	As per Kppp portal	3 Years + 2 years of extension

Note:

1. A Pre-Bid Meeting will be held on 02.07.2025 at 15:00 hours (IST) at the office of the Joint Commissioner, East Zone, Residency Road, Mayohall Premises, Bangalore. The purpose of the meeting is to clarify issues and respond to any questions raised at this stage, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Joint Commissioner East zone, BBMP, Bangalore Aspiring Bidders/Contractors who have not registered in kppp should register before participating through the website https://kppp.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. The Service Provider will be selected under **Highest Bidder** Procedures prescribed in this RFP.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK kppp website https://kppp.karnataka.gov.in or contact kpppHelpdesk at 080 – 22371090, 22373788.
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

8. All other conditions Remains same as per RFP
9. Addendum or Corrigendum of the above work will be updated only in Kppp portal.

Sd/-
Joint Commissioner,
East Zone
Bruhat Bengaluru
MahanagaraPalike

Copy Submitted to:

1. The Administrator for kind information
2. The Chief Commissioner for kind information
3. Special Commissioner (Projects/Finance) for kind information.
4. Zonal commissioner East Zone for Kind information
5. Engineer-in-Chief for kind information.
6. Chief Engineer (East) for kind information
7. Superintending Engineer (East) for kind information.
8. CAO/ Chief Auditor for kind information.
9. I.T Advisor with a request to publish in the BBMP website.
10. All Executive Engineers of East BBMP with request to publish the same in the display/notice boards.
11. Assistant Revenue Officer (Advertisement) for information.
12. Accounts Superintendent / Cashier for information.
13. Public Relation Officer, BBMP with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English),
14. Notice Board.
15. Office Copy.

Joint Commissioner,
East Zone
Bruhat Bengaluru
MahanagaraPalike

SECTION1LETTEROFINVITATION

DearSir/Madam,

BBMP is desirous of obtaining services for the collection of parking fees on **M.G. Road (from Mayohall Court Signal to the LIC Building)**. BBMP intends to procure these services from reputed service providers with relevant experience in vehicle parking fee collection for government entities or government undertakings. The assignment will be awarded to a qualified contracting firm through the KPPP platform. Tender documents can be downloaded from the Government of Karnataka's KPPP portal:https://kppp.karnataka.gov.in.

The Bidder shall pay the EMD amount as specified in the tender notification along with the technical bid. The EMD shall be paid through the KPPP Portal. The EMD of successful bidders will be refunded upon successful and satisfactory completion of the tender period. No interest shall be paid on the EMD amount deposited.

MoredetailsontheServicesareprovidedintheattachedTermsofReference.

1. TheRFPcanbeDownloadedbyalltheeligiblefirms
2. Nojointventuresorassociationsareallowed
3. TheServiceProviderwillbeselectedunder**HighestBidderProcedures**prescribedinthisRFP
4. The RFP includes the followingdocuments:
    - Section 1 - Letter of Invitation
    - Section 2 - Information to Service Providers
    - Section 3 - Technical Proposal - Standard Forms
    - Section 4 - Financial Proposal - Standard Forms
    - Section 5 - Terms of Reference
    - Section 6 - Standard Form of Contract.

SECTION 2. INFORMATION TO SERVICE PROVIDERS

1. INTRODUCTION

1.1 BBMP in the "Data Sheet" willselect a firm among those listed in theLetterofInvitation,inaccordancewiththemethodofselectionindicatedintheDataSheet.

1.2 The Service Providers are invited to submit a Technical Proposal and a FinancialProposal,asspecifiedintheDataSheet(theProposal)forconsultingservicesrequired fortheAssignmentnamed in theData Sheet.TheProposalwillbethebasisforcontractnegotiationsandultimatelyforasignedcontractwiththeselectedServiceProvider.

1.3 The Assignmentshallbe implemented in accordance with the phasingindicated inthe Data Sheet. When the Assignment includes several phases, the performance ofthe Service Provider undereach phase mustbe tothe BBMP satisfaction beforeworkbeginsonthenext phase.

1.4 The Service Providers must familiarize themselves with localconditions and takethem into accountinpreparing theirProposals. To obtain first-handinformationon the Assignment and on the local conditions, Service Providers are encouraged topay a visit to the BBMP before submitting a Proposal, and to attend a pre-proposalconferenceifoneisspecifiedintheDataSheet.

1.5 The Service Providers notethat(i)thecostsofpreparingtheproposalandofnegotiatingthecontract, including a visit to the BBMP, are not reimbursable as a direct cost of theAssignment;and(ii)theBBMPisnotboundtoacceptanyoftheProposalssubmitted.

1.6 BBMPexpectsServiceProviderstoprovideprofessional,objectivean datalltimesholdtheBBMPinterests without any consideration for future work, and strictly avoidconflictswithotherassignmentsortheirowncorporateinterests.ServiceProviders shall not be hired for any assignment that would be in conflict with theirprior or current obligations, or that may place them in a position ofnotbeingabletocarryouttheassignmentinthebestinterestoftheBBMP.

1.6.1 Without limitation on the generality of this rule,Service Providers shallnotbehiredunderthecircumstancessetforthbelow:

a) A firm which hasbeen engaged by the BBMP to providegoods/ works/servicesforaproject,andanyoftheiraffiliates,shallbedisqualifiedfromprovidingconsultingservicesforthesameproject

.Conversely,firmshiredtoprovideconsultingservicesforthepr
eparationorimplementationofaproject,andanyoftheiraffiliate
s,shallbedisqualifiedfromsubsequentlyprovidinggoodsorwor
ksorservicesrelatedtotheinitialassignment(otherthanaconti
nuationofthefirm’s
earlierconsultingservices)forthesameproject.

b) ServiceProvidersoranyoftheiraffiliatesshallnotbehiredfora nyassignmentwhich,byitsnature,maybeinconflictwithanoth erassignmentoftheServiceProviders.

1.7 ItisBBMP'spolicy torequirethatService Providersobservethehigheststandardofethicsduringtheexecutiono fsuchcontracts.Inpursuanceofthispolicy,theBBMP:

(a) Defines,forthepurposesofthisprovision,thetermssetforthbelo wasfollows:
  (i) "Corruptpractice" meansthe offering,giving,receiving, or solicitingof anything of value to influence the action of a public official in theselectionprocessor in contractexecution;and
  (ii) "Fraudulent practice" means a misrepresentation of facts in order toinfluenceaselectionprocessortheexecutionofacontrac ttothedetrimentofGOK,andincludescollusivepracticesa mongServiceProviders(priortooraftersubmissionofpro posals)designedtoestablishpricesatartificial,noncompe titivelevelsandtodepriveGOKofthebenefitsoffreeandop encompetition.

(b) will reject a proposalfor award if it determinesthatthe firm recommendedfor award has engagedin corrupt or fraudulentactivitiesin competing forthecontractinquestion.

(d) willdeclareafirmineligible,eitherindefinitelyorforastatedperi odoftime, to beawarded GOK-financed contract if it at any time determines thatthe firmhasengaged incorrupt or fraudulent practicesin competing for, orinexecuting,aGOK-financedcontract;and

(e) will have the right to require that, GOK / BBMP to inspect Service Provider'saccountsandrecordsrelatingtotheperformanceofth econtractandtohavethemauditedbyauditorsappointedbyGOK / BBMP.

1.8 Service Providers shall notbe under a declaration of ineligibility for corruptandfraudulent practices issuedby GOK / BBMP in accordance with the above sub para1.7(d).

1.9 ServiceProvidersshallbeawareofthe provisions on fraudandcorruption statedinthestandard contractundertheclausesindicatedintheDataSheet.

1.10 An Agent is a person employed to do any act for another, or to

represent another indealingswith thirdperson.

1.11 The tenderer is required to submit/upload a certificate confirming that they have read and understood the above clauses, in the format prescribed in Appendix F (Section 6).

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service Providers may request clarification on any item in the RFP document up to the number of days specified in the Data Sheet prior to the Proposal submission deadline. Any such request must be submitted in writing—by paper mail, cable, telex, facsimile, or electronic mail—to the BBMP address indicated in the Data Sheet. BBMP will respond to these requests via cable, telex, facsimile, or electronic mail and will circulate copies of the response (including a clarification of the query, without disclosing the source of the inquiry) to all invited Service Providers intending to submit proposals.

2.2 At any time prior to the submission of Proposals, BBMP may, for any reason—either at its own initiative or in response to a clarification requested by an invited firm—modify the RFP documents through an amendment. Any such amendment shall be issued in writing via addenda. These addenda will be published online or sent by electronic mail to all invited Service Providers and shall be binding on them. BBMP may, at its discretion, extend the deadline for the submission of Proposals.

2.3 A Pre-Bid Meeting will be heldto clarify issues and respond to any questions raised with respect to RFP, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document

3. SCOPE OF WORK

3.1 **Operational Hours:** The Licensee shall operate the on-street pay-and-park facility continuously for 24 hours a day, on all days including Saturdays, Sundays, and public holidays.

3.2 **Tariff Compliance:** Parking charges shall be levied strictly in accordance with the rates prescribed by BBMP under this agreement. The Licensee is prohibited from collecting any additional amounts, including taxes or surcharges, beyond the officially notified tariff in Appendix E (Section 6)

3.3 **Designated Parking Areas:** Vehicles shall be parked strictly within demarcated parking spaces as per the layout plans provided in the Appendix G. Noencroachments or unauthorized usage of

adjacent areas shall be permitted, and would invite heavy penalties as outlined in the document

3.4 **Penalty Schedule:** In the event of non-compliance with the Scope of Work or any other conditions stipulated in this RFP, penalties shall be imposed in accordance with the penalty schedule provided in Penalty Schedule (H), Section 6.

3.5 The field infrastructure, including signage, physical assets, personnel and their SOPs—should be seamlessly integrated to deliver the following step-by-step journey for the user:

(a) **Step 1**: User checks parking availability on Variable Message Signboards (VMS) installedat the start and end of the road.
(b) **Step 2**: If parking is available, user enters the road.
(c) **Step 3**: User finds an available parking slot and parks the vehicle.
(d) **Step 4**: User checks parking rates (per hour and day pass) displayed on boards installed every 150 meters.
(e) **Step 5**: Based on estimated parking duration, user selects either per hour ticket (if ≤ 5 hours) or day pass (if > 5 hours).
(f) **Step 6**: Warden issues a parking ticket using handheld POS machine, system captures and logs: serial number, parking slot number, pay-and-park location, ward, name of authorized Licensee, date, vehicle number, vehicle type, time of entry, mode of payment, amount of payment, ticket data is synced in real time with the central system.
(g) **Step 7**: If user overstays initial ticket duration, POS detects overtime, alerts warden, warden pastes overtime sticker on vehicle, new ticket is issued for the extended duration.
(h) **Step 8**: At time of exit, warden marks the parking slot as vacant on the POS, real-time update pushed to central system, VMS boards reflect updated availability.
(i) **Step 9**: All parking activity data (occupancy, payments, violations) is continuously pushed to the centralized digital system for monitoring, reporting, and audit.

3.6 **Site Setup and Maintenance Responsibilities:** The Licensee shall be responsible for setting up and maintaining the parking area at its own cost. This includes the provision of smart handheld devices, electrical connections, and other infrastructure necessary for smooth operations. All parking bays shall be marked using

Thermoplastic Paint, in accordance with the approved site plan. These requirements must be fulfilled prior to site possession.

3.7 **Issuance of Parking Tickets:** The Licensee shall issue parking tickets exclusively through Handheld Pay & Park Electronic Devices. Each ticket must include a serial number, pay-and-park location, ward, name of the authorized Licensee, date, vehicle number, vehicle type, mode and amount of payment, time of entry. A ticket at the time of exit should also be issued if the car has been parked for a greater number of hours than the ticket was taken for initially. A BBMP logo must be printed on the ticket. These devices must automatically calculate the payable parking amount, and the cost of such devices shall be borne by the Licensee.

3.8 **Buffer Stock of Handheld Devices:** The Licensee shall maintain a buffer stock equivalent to at least 25% of the total number of handheld devices required for uninterrupted operation on any designated stretch, to ensure service continuity in case of device malfunction.Manual ticketing is strictly prohibited and any violation will attract penalties as specified in Penalty Schedule (H), Section 6.

3.9 **Data retention and transmission**: All transactional data generated through the handheld devices shall be made available to BBMP in real time for their perusal. Additionally, a consolidated monthly report detailing pictures of the site, occupancy, revenue collections and transaction summaries shall be submitted to the BBMP Head Office.

3.10 **Ticket Format and Information Placement:** Payment slips issued to vehicle owners shall clearly mention the applicable parking charges. The schedule of rates must be printed in the center of the ticket to prevent mutilation or omission.

3.11 **Digital and Cash Collection Protocol:** The Licensee shall provide cashless transactions options through UPI, credit card, debit card, and net banking. Cash collections, if any, must be recorded through the handheld device and appropriately tagged. The handheld device must distinguish and separately report cash collections to the central system.

3.12 **Enforcement of Unauthorized Parking and Towing Charges:** If any vehicle is found parked within the area defined in the layout map (Appendix G, Section 6) but outside the earmarked parking slots, the Licensee shall be responsible for initiating towing of the vehicle. The Licensee shall be entitled to collect towing charges of

INR 650 for two-wheelers and INR 1,000 for three-wheelers and four-wheelers directly from the vehicle owner. Proper documentation and reporting of such incidents must be maintained and shared with BBMP.

3.13 **Non-Preferential Access:** Parking shall be allotted strictly on a "First Come, First Served" basis. The Licensee shall not provide preferential treatment to any person or entity.

3.14 **Prohibition of Manual Slips:** Manual parking slips are strictly prohibited and only e-tickets in the format as outlined in the RFP should be issued via electronic handheld machines. Detection of manual slip issuance shall attract heavy penalties as outlined in the agreement and may result in contract termination.

3.15 **Illuminated Signage Boards:** Illuminated signage boards (size 3 ft x 2 ft) must be installed by the Licensee at intervals of every 150 meters along designated PAY & PARK stretches. The boards shall display the following in a clearly legible manner:

(a) Pay-and-park availability
(b) Approved tariff rates
(c) Sample of the E-ticket that is issued via handheld machines and,
(d) BBMP logo
(e) Name, phone number and address of the Vendor

3.16 **Display of Parking Rates:** Approved parking tariffs must be prominently displayed at all entry and exit points and on signage boards throughout the facility. These boards shall be placed in well-lit areas to ensure visibility during all hours.

3.17 **CCTV Surveillance and Data Management:** The Licensee shall install and maintain a minimum of one CCTV camera every 100 meters to oversee the designated parking locations. Each site must be equipped with the necessary computer infrastructure to store and manage video footage, which shall be made available to BBMP upon request. A backup of all CCTV footage must be retained for a minimum period of six months. Minimum camera specifications: 4K Full HD (8MP) resolution, IP66 or higher ingress protection, and night vision capability.

3.18 **Liability for Vehicle Safety and Damages:** The contracting agency shall bear full responsibility for any loss, theft, or damage to vehicles parked within the designated parking areas. BBMP shall not be held liable in any manner for such incidents.

3.19 **Integration with BBMP digital platforms in future:** In the event BBMP develops or deploys a centralized digital application for citizen convenience, the Licensee shall ensure that all internet based handheld devices used for parking operations are integrated with such an application, as and when directed by BBMP.

3.20 **Deployment of Parking Personnel:** The Licensee shall, at its own cost, deploy adequate parking personnel per shift to cater to the citizen traffic at each pay-and-park location. All personnel must be equipped with valid identity cards and wear prescribed uniforms.

3.21 **Restriction on Subletting:** Subletting of the parking site, whether in full or in part, is strictly prohibited. The Licensee must manage operations directly through its own employees. Any detection of subletting shall render the license and contract liable for cancellation or termination, subject to prior approval from the competent authority.

3.22 **Liability and Site Due Diligence:** The Licensee shall be solely responsible for any claims by vehicle owners arising from loss or damage to their vehicles. BBMP shall be fully indemnified against any such claims. Bidders are advised to conduct an independent survey of the site and review existing operations before submitting their bids. No claims citing lack of understanding shall be entertained, as the process is conducted transparently, and all information is in the public domain.

3.23 **Revision of Parking Tariff and License Fee Adjustment:** Notwithstanding anything contained herein, BBMP reserves the right to revise the parking tariffs at any time during the contract period. In the event of such a revision, the monthly license fee payable by the Licensee shall be adjusted proportionately in line with the percentage increase or decrease in the approved parking rates.

3.24 Collection of parking fees for various roads in the East Zone is designated to the Assistant Revenue Officer (Advertisement).

3.25 The contracting agency must ensure that no illegal or objectionable activities are permitted. This includes implementing scientific methods to regulate the entry and exit of vehicles. If any such activity or lapse occurs during the contract period, the contracting agency shall bear full responsibility. BBMP will not be held liable in any legal proceedings.

4. PREPARATION OF PROPOSAL

4.1 ServiceProvidersarerequestedtosubmitaProposalwritteninthelanguage(s)specifiedintheDataSheet.

TechnicalProposal

4.2 In preparing the Technical Proposal, Service Providers are expected to examine thedocumentscomprisingthisRFPindetail.Materialdeficienciesinprovidingtheinformationrequestedmayresultinrejectionofa Proposal.

4.3 WhilepreparingtheTechnicalProposal,ServiceProvidersmustgivepparticularattentiontothefollowing:

4.3.1 Only firms with the following minimum experience within the last five years will be considered for evaluation of the Technical Proposal.

4.3.2 The Service Provider must possess a valid Company/Firm Registration Certificate.

4.3.3 The Service Provider must possess a valid Registration Certificate from the Labour Department.

4.3.4 The Service Provider must possess valid ESI and PF Registration Certificates.

4.3.5 The Service Provider must have satisfactorily completed parking fee collection services amounting to at least **INR 35.00 lakhs**

4.3.6 As proof, a certificate duly signed by a Competent Authority of a rank not below Executive Engineer must be submitted along with the Technical Bid.

4.3.7 The Service Provider must have achieved a minimum financial turnover of **INR 70.00 lakhs** in at least two financial years between FY 2022–23, FY2023-24 and FY 2024–25.

4.3.8 This must be supported by a certificate from a Chartered Accountant, submitted along with the Technical Proposal.

4.3.9 The Service Provider must demonstrate liquid assets and/or access to credit facilities of not less than **INR 35.00 lakhs**, supported by appropriate documentation (e.g., credit lines, letters of credit, or certificates from banks).

4.4 ReportstobeissuedbytheServiceProvidersaspartofthisassignmentmustbein both English and Kannada.Itisdesirablethatthefirm’spersonnelhaveaworkingknowledgeoftheClient’sofficiallanguage.

4.5 TheTechnicalProposalshouldprovidethefollowinginformationusing theattachedStandardForms(Section3):

4.5.1 A brief description of the Service Provider's organization and an outline ofrecent experience on assignments (Section 3B) of a similar nature.For eachassignment, the outline should indicate, inter alia, the profiles and names ofthe staff provided, duration of the assignment, contract amount, and firm'sinvolvement.

4.5.2 Any commentsor suggestionson theTerms ofReference and on thedata, alistofservices,andfacilitiestobeprovidedbytheClient(Section 3C).

4.5.3 AdescriptionofthemethodologyandSOP to be followed for collecting parking revenues (Section3D).

4.5.4 Thelistoftheproposedstaffteambytheir role, thetasksthatwouldbeassignedtoeachstaffteammember,andt heirtiming(Section3E).

4.5.5 Financial turnover for the past three years to assess the bidder's financial capacity and determine compliance with the minimum technical requirements (Section 3F).

4.5.6 AnyadditionalinformationrequestedintheDataSheet and signed forms as part of the appendix (Section 6).

4.6 TheTechnicalProposalshallnotincludeanyfinancialinformation.

FinancialProposal

4.7 While preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms (Section 4) and must incorporate the costs and comply with the requirements specified in Section 4A.

4.8 ServiceProvidersshallexpressthepriceoftheirservicesinIndianRupee s an in the format as mentioned in Section 4B.

4.9 TheDataSheetindicateshowlongtheproposalsmustremainvalidafte rthesubmissiondate(180days fromthedateof submission).Duringthisperiod,theServiceProvider is expected to keep available the key professionalstaffproposedfor the

assignment.The Client will make its best effort to complete negotiationswithinthisperiod.IftheClientwishestoextendthevalidityperiodoftheproposals, the Service Providers who do not agree have the right not to extend thevalidityof theirproposals.

5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

5.1 Interested bidders shall login to https://kppp.karnataka.gov.inand follow the procedures and guideline given there or call the KPPPhelp desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

5.2 Downloading of tender documents, submission of proposal all will be throughGovernment of Karnataka KPPP websitehttps://kppp.karnataka.gov.inunder login for Service Providerss. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in KPPP portal.

5.3 **EMD**

5.3.1 The Tenderer shall furnish,aspartofhistender,EarnestMoneyDeposit(EMD)as per described in tender notification

5.3.2 IftheTendererwithdrawstheTenderafterTenderOpeningduringthePeriodofTenderValidity;

5.3.3 IftheTendererdoesnotacceptheCorrectionoftheTenderedPrice,pursuanttoClauses;or

5.3.4 InthecaseofasuccessfulTenderer,iftheTendererfailswithinthespecifiedtimelimitto:

1. SigntheAgreement;or
2. FurnishtherequiredPerformanceSecurity.

5.4 The original Proposal shallbepreparedasperRFPdocument.

5.5 AnauthorizedrepresentativeoftheServiceProviderinitialsallpagesoftheProposalalong withseal. The representative's authorization isconfirmed byawrittenpowerofattorneyaccompanyingtheProposal.

5.6 TheBiddershallsubmitthebidsseparatelyi.e.,"Technical"and"Financial"electronicallyonlineine-portal.

5.7 Tendererhasallthetimetomodifyandcorrectoruploadanyrelevant documentintheportalbeforesubmissionone-portal.

5.8 Thelastdateandtimeincludinghours,minutesandsecondsforsubmi ssionwillbe mentioned in the e-portal, the bid will disappear automatically immediatelyafter thetime ofsubmissioniselapsed.

5.9 AfterthedeadlineforsubmissionofproposalstheTechnicalProposalsh allbeopenedbytheevaluation committeeand evaluation willbedone. ThebidderswhoaretechnicallyqualifiedwillbeintimatedandtheFinan cialProposalofonly qualified bidders will be opened in presence of the bidders who choose toattend.

6. PROPOSAL EVALUATION

General

6.1 From the time the proposals are opened to the time the contract is awarded, if anyServiceProviderwishestocontacttheBBMPonanymatterrelat edtoitsproposal,itshould do so in writing at the address indicated in the Data Sheet. Any effortbythefirmtoinfluencetheBBMPintheproposalevaluation,pr oposalcomparison or contract award decisions may result in the rejection of the ServiceProvider'sproposal.

6.2 Evaluators of Technical Proposals shall have no access to the FinancialProposalsuntilthetechnicalevaluation,includingitsapp rovalbycompetentauthorityisobtained.

EvaluationofTechnicalProposals

6.3 The evaluation committee appointed by the BBMP, both as a whole and through its individual members, evaluates the proposals based on their compliance with the conditions specified in Section 4.3 (Preparation of Proposal). A proposal shall be rejected at this stage if it does not adequately address key aspects of the Terms of Reference or fails to meet the minimum technical criteria outlined in Section 4.3.

Note: The Technicalbids of only the firms satisfying the above criteriawillbe consideredforevaluation.

PublicOpeningandEvaluationofFinancialProposals;Ranking

6.4 AftertheEvaluationofalltheTechnicalProposalsarecompleted,theEmployershall display in the KPPPWebsite the Name of those Service ProviderswhoseProposals didnot meet the minimumQualifying criteria orwere consideredNon-Responsive to the RFP and Terms of Reference, indicating that their FinancialProposals shall not be opened. TheEmployer shall simultaneously display in the KPPPWebsitetheNamesoftheServiceProvidersthathavesecuredtheminimumQualifyingMark.

6.5 TheFinancialProposalsshallbeopenedpubliclyinthepresenceoftheServiceProviders' representatives who choose to attend. The name of the Service Provider,the quality scores, and the proposedprices shall be read aloud and recordedwhenthe Financial Proposals are opened. The Client shall prepare minutes of the publicopening

6.6 TheevaluationcommitteewilldeterminewhethertheFinancialProposals arecomplete, (i.e., whether they have costed all items of the correspondingTechnicalProposals, if not, the Client will cost them and add their cost to the initialprice),correctanycomputationalerrors.

6.7 The BBMP will select the highest license fee bidder ('evaluated' price). The selected ServiceProvider willbeinvitedfornegotiations.

7. NEGOTIATIONS

7.1 Negotiations will be held at the address indicated in the Data Sheet.The aim istoreachagreementonallpointsandsignacontract.

7.2 NegotiationswillincludeadiscussionoftheTechnicalProposal,theproposedmethodology(workplan),staffingandanysuggestionsmadebythefirmtoimprovethe Termsof Reference.The BBMP and ServiceProvider willthen workoutfinalTermsofReference,staffing,andbarchartsindicatingactivities,staff,periodsin thefield andin thehomeoffice, staff-months,logistics, and reporting.The agreed work plan and final Terms of Reference will then be incorporated in the"DescriptionofServices"andformpartofthecontract.Specialattention willbepaid to getting themost the ServiceProvider can offer within theavailable budgetand toclearly defining the

inputsrequired from the BBMPto ensure satisfactoryimplementationoftheAssignment.

7.3 Unless there are exceptional reasons, the financial negotiations will involve neitherthe remuneration ratesfor staff (no breakdown of fees) nor other proposed unitrates.

7.4 HavingselectedtheServiceProvideronthebasisof,amongotherthings, anevaluationofproposedkeyprofessionalstaff,theBBMPexpectston egotiateacontractonthebasisoftheexpertsnamedintheProposal.Bef orecontractnegotiations,theBBMPwillrequireassurancesthattheex pertswillbeactuallyavailable.The BBMPwill not consider substitutions during contract negotiationsunlessbothpartiesagreethatunduedelayintheselection processmakessuchsubstitutionunavoidableorthatsuchchangesare criticaltomeettheobjectivesofthe assignment.If this is notthecase and if it is establishedthatkey staff wasoffered in the proposalwithout confirming their availability, the Service Providermaybedisqualified.

7.5 The negotiations will conclude with a review of the draft form of the contract.TocompletenegotiationstheBBMPandtheServiceProvider willinitialtheagreedcontract.Ifnegotiationsfail,theBBMPwillinvitet hefirmwhohasquotedthesecondlowestprice fornegotiations. Theprocesswillberepeated tillanagreedcontractisconcluded.

8. AWARD OF CONTRACT

8.1 Thecontractwillbeawardedfollowingnegotiations.Afternegotiations arecompleted, the BBMP willpromptly notify unsuccessfulService Providers who didnotpassthetechnicalevaluation(para4.3)

8.2 The Service Provider isexpected tocommence the Assignment on thedateand atthelocation specifiedintheDataSheet.

9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the proposalsortootherpersonsnotofficiallyconcernedwiththeprocess,u ntilthewinningServiceProviderhasbeennotifiedthatithasbeenaward edthecontract.

10. PERFORMANCE SECURITY

10.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit (refundable without interest) in any of the following forms, amounting to INR 7,00,000/- (Rupees Seven Lakhs only): Banker's Cheque, Demand Draft, Bank guarantee (Appendix C) or Pay Order in favor of the Chief Commissioner, BBMP, payable at Bengaluru.

10.2 If the security deposit is provided by the successful Tenderer in the form of a BankGuarantee, itshallbeissuedeitherbyaNationalized/Scheduledbank.

10.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 9.1shallconstitutesufficientgroundsforcancellationoftheawardand suitableactionasperEMDdeclarationandinaccordance withlaw.

11. DATA SHEET - Information to Service Providers

11.1 **The name of the Client is:** Chief Commissioner, BBMP, N.R. Square, Bengaluru, represented by Joint Commissioner (East Zone), BBMP, Bengaluru
Address of the Client is: Joint Commissioner (East), Mayohall Premises, Residency Road, Bruhat Bengaluru MahanagaraPalike (BBMP), Bengaluru – 560001

The method of selection is: **Highest Bid Selection**

11.2 **A Technical and a Financial Proposal are requested**: Yes

The name, objectives and description of the Assignment are:
Name: Collection of Parking Fees on MG Road
Objective: To manage, operate, and collect on-street parking fees in accordance with BBMP's approved framework.

11.3 **The BBMP will provide the following inputs:**

- Approved parking layout plans
- Approved tariff structure and operational hours

- Necessary approvals for on-street activities
- Compliance Summary for Infrastructure and Equipment (Form 4A)

11.4 TheclausesonfraudandcorruptioninthecontractareSub-Clause2.7.1ofG.C.C.

11.5 Clarifications may be requested up to the last date for submission of queries.
The address for requesting clarifications is:
Joint Commissioner (East), Mayohall Premises, Residency Road, Bruhat Bengaluru MahanagaraPalike (BBMP), Bengaluru – 560001

11.6 Proposals should be submitted in the following language(s): **English**

a) Shortlisted Service Providers are not allowed to associate with other shortlisted Service Providers for this assignment.
b) There is no minimum requirement for ticket issuer staff-months. However, the Service Provider must deploy adequate staff as needed to ensure proper supervision and management across all shifts.
c) The proposed ticket issuers must have a minimum of one year of experience in similar roles. This includes interacting with customers, answering queries about pricing and availability, and issuing tickets.
d) All reports required as part of this assignment must be written in English.

11.7 Training is an important feature in this Assignment: No Additional information in the Technical Proposal includes:
- Proof of Financial Turnover
- Work Orders & Completion Certificates
- Team & roles

11.8 Proposalsmustremainvalidfor**180**daysfromthelastdateofsubmission

11.9 ServiceProvidersmustsubmittheproposalthroughKPPPwebsite

11.10 Proposalsmustbesubmittedwithinthedateandtimestipulatedinhttps://kppp.karnataka.gov.in

11.11 TheaddresstosendinformationtotheBBMPis:

Joint Commissioner (East)
Mayohall Premises, Residency Road, Bengaluru
BruhatBengaluruMahanagaraPalike,Bengaluru

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A.TechnicalProposalsubmissionform.

3B.ServiceProvider’sreferences.

3C.DescriptionoftheSOP for collecting of parking revenues

3D. Teamcompositionandroles

3E. Financial turnover for the last 3 years

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location,Date]

From:

[NameandAddressofFirm]

To:

Joint Commissioner (East)
MayohallPremises, Residency Road,
Bengaluru,BruhatBengaluruMahanagaraPalike,Bengaluru

Sir,Subj

ect:
Collection of Parking Fees for the road - M.G. Road (From Mayohall Court Signal to LIC Building We,theundersigned,offertoprovidetheservicesfortheaboveinaccordance with your Request for Proposal dated _____,and our Proposal.We are herebysubmitting our Proposal, which includes this Technical Proposal, and a Financial ProposalsubmittedunderKPPPwebsite.

Ifnegotiationsareheldduringtheperiodofvalidityoftheproposal,i.e., before*[Date]*_____weundertaketonegotiateonthebasisofthepropos edstaff.OurProposalisbindinguponusandsubjecttothemodificationsresulting fromcontractnegotiations.

Weunderstandyouarenotboundtoacceptanyproposalyou receive. We remain,

Yourssincerely,

AuthorizedSignature:

NameandTitleofSignatory:

NameofFirm:

Address:

3B.SERVICEPROVIDER'SREFERENCES

RelevantServicescarriedoutinthelastFive Yearsthatbestillustratequalifications

Using the format below, provide information on each reference assignment for which yourfirm/entity,eitherindividuallyasacorporateentityorasoneofthemajor companieswithinan association,waslegallycontracted.

Reference Service Number_____

Name of the client	
Location	
Parking collection Services (Value of services per year)	INR
Start and end date of contract	
Number of staff deployed	
Description of the project	

Instructions:

1) TheBiddershallattachcopies ofthe work orders / completion certificates as evidence for the above or a self-declaration by

an authorized person from the service provider.

3C. DESCRIPTION OF THE SOP FOR COLLECTING PARKING REVENUES

Instructions:

1) TheBiddershalloutline the SOP and procedures they will follow for collecting revenues and the protocols and safeguards they will have in place to ensure compliance to the requirements of the RFP

3D. TEAMCOMPOSITIONANDROLES

Role 1:

Position:	
Number of people deployed:	
Task Description:	

Role 2:

Position:	
Number of people deployed:	
Task Description:	

Role 3:

Position:	
Number of people deployed:	
Task Description:	

Instructions:

1) TheBiddershall outline the number of staff and the supervisory team that will be deployed and the roles for the same.

3E. Financial Capacity of the Bidder

	Year 1	Year 2	Year 3
	(1)	*(2)*	*(3)*
Turnover (INR)			

Instructions:

2) TheBiddershallattachcopies ofthe audited balancesheets,financialstatementsandAnnualReports for 5 (five) years from FY 2020-21. The financial statements shall:

   i) reflectthefinancialsituationoftheBidderanditsAssociateswheret heBidderisrelyingonits Associate's financials;
   ii) beauditedbyastatutoryauditor;
   iii) becomplete,includingallnotestothefinancialstatements;and
   iv) correspondto accountingperiodsalreadycompletedandaudited(nostatementsf orpartialperiods shall be requested or accepted).

3) TheBiddershallalsoprovidethenameandaddressoftheBankerstothe Bidder.

4) The Bidder shall provide an Auditor's Certificate specifying the turnover

SECTION 4.FINANCIAL PROPOSAL - STANDARD FORMS

4A. Compliance Summary for Infrastructure and Equipment
4B. Financial proposal submission form

4A. Compliance Summary for Infrastructure and Equipment (Tobesubmitted as part ofFinancialbid only)

Component	Approximate Quantity	Unit
Surveillance CCTV Cameras (Minimum specs: 4K FHD 8MP, IP66+, night vision; minimum 1 camera every 100m on both sides of the road)	12	Nos.
Parking Boards with *2) Pay-and-park availability* *3) Approved tariff rates* *4) Sample of the E-ticket that is issued* *5) BBMP logo* *6) Name, address and contact of the vendor* *7) Minimum 1 board every 150m on both sides of the road* *8) 3x2 feet (size of the board)*	16	Nos.
Road Markings	1356	Sqm
Road Studs (3 per parking slot)	609	Nos.
Installation and setup (poles, cabling, testing)	1	Km
Connectivity (Data SIMs; 1 per handheld machine)	26	Nos.
VMS Boards: *9) Outdoor LED boards with 4G connectivity* *10) Minimum dimension of 4 feet x 2 feet* *11) One on each end of the road on both sides of the road*	4	Nos.
Parking wardens / supervisors	*Adequate number to monitor all the slots – < to be updated by bidder>*	
Internet enabled Smart POS machine (4G Connectivity)	26 POS	Nos.

We agree to ensure compliance to the above infrastructure and equipment requirement.

Yourssincerely,

Authorized Signature:
NameandTitleofSignatory
:
NameoftheServiceProvider:
Address:

4B.FINANCIALPROPOSALSUBMISSIONFORM
(Tobesubmitted as part ofFinancialbid only)

FROM:(NameofServiceProvider)TO: (Name and address of the client)

Ladies/Gentlemen,

Subject:FinancialProposalforCollection of Parking Fees for the road - **M.G. Road (From Mayohall Court Signal to LIC Building)**

We, The undersigned, offer to provide the services for Collection of Parking Feesfor theroad – From- M.G. Road (From Mayohall Court Signal to LIC Building) inaccordancewithyourRequestforProposaldated*[Date],*andourProposal (technical and Financial Proposals). Our attached financial proposal is for the sumof*[Amountinwordsandfiguresperannum/monthlytobepaidtoBBMPasperbelowschedule (Including GST and all other taxes)*

Sl No	**Nameof thework**	**PaymentscheduleasperBBMP**	
		ContractPeriod	**Fixed Annual Bid Amount**
1	Collection of Parking **Feesfor the road -** M.G. Road (From Mayohall Court Signal to LIC Building	From thedate ofWorkorder	INR _____

It is understood that the minimum annual License Fee payable for the first year **is INR 70,00,000**. The License fee will be paid Annually in advance by the successful bidder

We undertake that, in competing for (and, ifthe award is made tous in executing)theabovecontract,wewillstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely"PreventionofCorruptionAct1988".We will ensure compliance with Section 4A and all other terms and conditions laid out in the RFP. WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yourssincerely,

Authorized Signature:
NameandTitleofSignatory
:
NameoftheServiceProvider:
Address:

Note :The Tenderer should note that the quoting amount must be above the annual bid amount mentioned above and as described in Terms ofReferencefailingwhichthebidswillbeliabletoberejected.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

BBMPisdesirousofobtainingservicesfor “M.G. Road (From Mayohall Court Signal to LIC Building”

TheBBMPintendstoprocuretheservicesofaContractingfirmhavingsimilarexperience toundertaketheassignment.Specificallythefollowingworksareintendedtobecarriedoutonthis Project.

2. OBJECTIVES

The Tenderer shall perform the principal services outlined below as a part ofresponsibilityfortheservicesofthework.Theyshallprovidethequalifiedstaff with relevant experience to carry out the assignment. The tenderer will meet with all the compliances listed below as well as in Section 4A. The Serviceswillincludebutnotlimitedtothefollowing:

- TheServiceprovidershouldcheckthelocationoftheParkingRoadstoensure himselfthatallthecriteriaarelookedintobeforeapplyingfortender.
- Service Provider, with the concurrence of BBMP shall convene periodical meetingsbetween BBMP to discuss, prepare and finalize collection programme prior tothecommencementofwork.
- BBMP shall furnish for the use of the Service Provider all necessary data asrequiredforsettingoutallpermanentandtemporaryworks.
- BBMP shall inspect and ensurecompliancewiththetermsandconditionsofcontract.
- ServiceProvidershallstudyallContractAgreement,Specificationsetc.andensureimplementationatsite.
- Parking chargestobecollectedshould not exceed the below mentioned Rates

	Parking charges (INR)	
	4-Wheeler	**2-Wheeler**
Per Hour	30	15
Full day	150	75
Full	3000	1500

Month*		

*With a maximum of 30% of slots given as monthly pass

- TheServiceProvidersrepresentativesshallberesponsibleforoverallmonitoring of the parking activity in the said sites and shall be available at siteevery day.
- TheServiceProvidershall Abe responsible to deploy requisite number of qualified and experienced personnel at site on full time basis to supervise the day-to-dayactivity ofparking and also shall be responsible for monitoring of the vehicle's movement as per specifications and standards.
- TheServiceProvidershall ensure that all instructions to the Service Providers will be issued in theformofletterwrittenbyofficerinchargetotheServiceProviderorsiteinstructionstotheServiceProviderwrittenbyofficerinchargeorhisrepresentative in site instructions book. They shall maintain the record of allsuchinstructionsforverificationateverytime.
- Services for the parking of the vehicle, collection of prescribed & displayedparking fee, Management of traffic within the parking area.
- The contracting agency shall fullyresponsible for any damages, losses etc. of the parked vehicles.BBMPisinnowayresponsibleforsuchdamage/losses.
- Documentation of all events for security purpose andrelated matters during the period, which has to be shared to BBMP on everymonth.ThecostofwhichwillnotbepaidbyBBMP.
- BBMP shall provide time assistance and direction to the Service Provider in all matters related to the interpretation of the Contract.
- Service ProvidershallensureallthesafetynormsasperGovernmentdirectionslikeFiresafety,SafetyofWorkers&generalpublic,Vehicles,etc.areadheredtowith proper Insurance Policies at the building at the premises throughout theContractPeriod.
- Service provider should disburse salaries / payments / DA / VDA / ESI / PF toitsemployeesasperrelevantlabourlaws&otherapplicablelaw/rules.Depositthe requisite benefits to concerned departments like, ESI, PF, etc in time. AlldetailstobesubmittedtoBBMPeverymonth.
- Noadvertisementsshouldbedisplayed.
- Should not Sub-let the premises to other agency or persons.
- Service Provider should remit the bid amount & other payments like Penalties, Cost of repairs to Damages, etc. to BBMP in the form of DEMAND DRAFT drawn infavorof Chief Commissioner, BBMP, Bangalore,payable at Bangalore in advance as per his quoted price. Delay in payment willattractaninterestof24%perannumoftheamounttobepaidtoBBMP.
- If the Service Provider fails to perform as per the terms & conditions or fails topay the above amount / Charges even after THREE REMINDERS it may be noted that tender will be terminated, and the

damages/arrears will be recovered at risk and cost of the Service Provider from the Performance Security depositamount.

- Service Provider shall carry out joint inspection with BBMP before the end of Contract period and take remedial measures for defects discovered if any, and to correctthemandhandoverthesiteincorrectmannerbacktoBBMPalongwithrecords stored there on for a sufficient period.BBMPwillnotpayanyextracostforthis.
- Service Provider should not carry any other activity without prior permission of BBMP.
- Ensure that Cars / Scooters etc. are parked systematically in neat rows. A parking attendant must ensure that vehicles are parked in an orderly manner and that the vehicles do not encroach upon theopenspacesurrounding.
- **Smoking Restrictions**: Smoking shall be prohibited throughout the road Easily readable "NO SMOKING" signs must be conspicuously posted at locations where they can catch the eye. Each sign must also include a pictograph with illumination.
- ServiceProvidermust havetheEquipments/Machineries for safety & Security purpose as defined in scope of work
- The Upon termination or expiry of the concession agreement, the Concessionaire shall vacate and hand over the project site to Bruhat Bengaluru MahanagaraPalike (BBMP) in 'as-is' condition. All physical and immovable assets developed, installed, or constructed on-ground by the Concessionaire as part of the project shall be transferred to and shall become the absolute property of BBMP, without any financial or legal encumbrance. This clause shall apply strictly to tangible, on-ground physical assets and shall exclude intangible assets or movable items unless specifically provided for in the agreement

The services of the service provider shall be available full time during the entire contractperiod.

3. SPECIFICRESPONSIBILITIES OFTHETENDERER

a) Documents

The BBMPshall provideto the Service Provider, thecopiesof alldata available which are considered relevant to the execution ofService Provider’s work and liaison withotherdepartments for access ofinformationanddata.

b) LiaisonandAccess

The BBMP shall provide liaison with other Government agencies andDepartments for only the introduction of the Service Provider. BBMP willonly coordinate with Service Provider for arranging unhindered access to

therelevantagencies/Departmentsinordertocompletethetask successfully.

c) Scheduleforcompletionoftasks.

- Thework hasbeentendered onLumpsumBasis ofthetenderCost.
- The Contract services shall be for the entire completion of the periodi.e., 36 months and further 24 months, if it gets extended

d) PaymentstoBBMP

- TheminimumAnnualCharges(IncludingGST&allothertaxes)payable to BBMP is fixed at **Rs. 70,00,000/ (Rs. Seventy lakhonly).**Hence, thecompeting Tenderer should quote the above/more than the minimumchargesfixed.

- Service Provider has to pay Annual Chargespayable to BBMP in theform of DEMAND DRAFT (as stated above) the agreed bid amount**inadvance**.Delayinpaymentwill attract aninterestof24%per annum.IftheServiceProvider fails to pay the money even after three remainders (Notices),the contract will be cancelled at his risk and cost of Service Provider.All the deposits will be forfeited. The quoted price shall be inclusive ofGST,servicetax/othertaxes.

- The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

e) ScheduleofpaymentstoBBMP:

Sl No	**Nameof thework**	**PaymentscheduleasperBBMP**	
			Annual Bid Amount
	Collecti	Fromthe date ofWorkorder	Annualbidamountinadvance

		on of Parking Fees for the road - M.G. Road (From M		

	ayohallCourtSignaltoLICBuildiing”		

The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

f) Nonperformance ofServices-levyingofpenalty&termination

A penalty will be levied on the service provider at minimum 24% per annum (2%per month) on the amount to be paid by the Service Provider to BBMP in

respect of nonpayment of bid amount as mentioned in Schedule of payments to BBMP. Further, thecontract will be terminated and the damages, arrears will be recovered at risk and cost oftheServiceProviderfromthedepositamount.

Totalfailureontheperformanceofserviceswillrenderforfeit ureofthePerformanceSecurityDepositandactionwill beinitiatedasper ConditionsofContract.

4. OBLIGATIONS OF THE CLIENT

i. Documents

The BBMP shall provide the Service Provider with copies of all data available which are considered relevant to the execution of Service Provider's work andliaisonwithotherdepartmentsforaccessofinformationanddata

ii. LiaisonandAccess

The BBMP shall provide liaison with other Government agencies and DepartmentsfortheintroductionoftheServiceProvider.TheServiceProvidersha llbegivenunhinderedaccessto therelevantagencies /Departmentsinordertocompletetheprojectsuccessfully.

DISPUTES, IF ANY: Dispute if any, between the client and the Service Provider, thedecision of the Chief Commissioner, BBMP, Bangalore is final and binding on both the ClientandServiceProvider.

SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES

between

_____

[Joint Commissioner (East-Zone]

and

_____

[NameofServiceProviders]

Dated:

1. FORM OF CONTRACT

ThisCONTRACT(hereinaftercalled the"Contract")ismadethe_ dayofthemonthof _____,202___,between,ontheonehand, _____(hereinaftercalledthe"Client")and,ontheotherhand, _____(hereinaftercalledthe"ServiceProviders").
[*Note: IftheServiceProvidersconsistofmorethanoneentity,theaboveshould bepartiallyamendedtoreadasfollows:
“
.....
(hereinaftercalledthe"Client")and,ontheotherhand,ajointventureconsistingofth e followingentities,eachofwhichwillbejointlyandseverallyliabletotheClientforall theService Providers' obligations under this Contract, namely, and _____(hereinaftercalledthe"ServiceProviders.")”]

WHEREAS

(a) TheClienthasrequestedtheServiceProviderstoprovidecertainservicesas defined in the General Conditions of Contract attached to this Contract(hereinaftercalledthe"Services");

(b) theServiceProviders,havingrepresentedtotheClientthattheyhavether equiredprofessional skills, and personnel and technical resources, have agreed to providetheServicesonthetermsandconditionssetforthinthisContract.

NOWTHEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshall bedeemedtoformanintegral partofthisContract:

(a) TheGeneralConditionsofContract(hereinaftercalled"GC");

(b) TheSpecial Conditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

AppendixA:DescriptionoftheServices _____
AppendixB:Reporting Requirements __
AppendixC:KeyPersonnel andSub-Service Providers----------
AppendixD:Servicesand Facilitiestobeprovidedbythe Client_____
AppendixE:BreakdownofContractPrice_____
AppendixF:FormofGuarantee forAdvance Payments____

[Note:If any of these Appendices are not used, the words "Not Used" should be insertedbelow nexttothetitleoftheAppendixonthesheet attachedheretocarryingthetitleofthatAppendix.]

2. ThemutualrightsandobligationsoftheClientandtheServiceProvidersshall beasset forthin theContract,in particular:

(a) TheServiceProvidersshall carryouttheServicesinaccordancewiththeprovisionsoftheContract;an d

INWITNESSWHEREOF,thePartiesheretohave causedthisContracttobesignedintheirrespectivenamesasofthedayandyearfirsta bovewritten.

FORANDONBEHAL
FOF[NAMEOFCLIE
NT]

By(AuthorizedRepresentative)

FOR AND ON BEHALF
OF[NAMEOFSERVICEPR
OVIDER]

By(AuthorizedRepresentative)

[**Note**:IftheServiceProvidersconsistofmorethanoneentity,alloftheseentitiessho uldappearassignatories,e.g.,inthefollowingmanner:]

FORANDONBEHALF OFEACHOF
THEMEMBERSOFTHESERVICE PROVIDERS

[Nameof Member]

By(AuthorizedRepresentative)

[Nameof Member]
By(Authorized Representative) etc.

2. GENERALCONDITIONSOF CONTRACT

A. GENERALPROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneverusedinthisContracthavethefollowingmeanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law inIndia,astheymaybeissuedandinforcefromtimetotime;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditionsof Contract (GC) are attached, together with all the documents listed in Clause 1 of suchsigned Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effectpursuanttoClauseGC2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, inaccordancewithClause6;

(e) "GC"means theseGeneralConditionsofContract;

(f) "Government"means theGovernmentofKarnataka;

(g) "Localcurrency"meansIndianRupee;

(h) "Member", in case the Service Providers consist of a joint venture of more than oneentity, means any of these entities, and "Members" means all of these entities; ‘Member inCharge’ means the entity specified in the SC to act on their behalf in exercising all theServiceProviders’rightsandobligationstowardstheClientunderthisContract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties meansbothofthem;

(j) "Personnel"meanspersonshiredbytheServiceProvidersorbyanySub-ServiceProvider as employees and assigned to the performance of the Services or any part thereof;and‘keypersonnel’meansthepersonnelreferredtoinClauseGC4.2(a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions ofContractmaybeamendedorsupplemented;

(l) "Services" means the work to be performed by the Service Providers pursuant to thisContract;and

(m) "Sub-ServiceProvider"meansanyentitytowhichtheServiceProviderssubcontractany partoftheServicesinaccordancewiththeprovisionsofClauses3.5and4.

(n) ‘Thirdparty”meansanypersonorentity other thantheGovernment,theClient,theServiceProviders,oraSub-ServiceProvider.

1.2 LawGoverningthe Contract

This Contract, its meaning and interpretation, and the relation between the Partiesshall begovernedbytheApplicableLaw.

1.3 Language

This Contract has been executed in English language, which shall be the binding andcontrollinglanguageforallmattersrelatingtothemeaningorinterpretationof thisContract.

1.4 Notices

Any notice, request orconsent madepursuantto this Contract shall be in writingandshallbedeemedtohavebeenmadewhendeliveredinpersontoanautho rizedrepresentative of the Party to whom the communication is addressed, or when sent byregisteredmail,telex,telegramorfacsimiletosuchPartyattheaddressspecified intheSC.

1.5 Location

The Services shallbeperformed at such locations as are specified in Appendix Gand, where the location of a particular task is not so specified, at such locations, whether inKarnatakaorelsewhere,astheClientmayapprove.

1.6 Authorized Representative

Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredorper mitted to be executed, under this Contract by the Client or the Service Providers may betakenorexecutedbytheofficialsspecifiedintheSC.

1.7 Taxes and Duties

The Service Providers, Sub-Service Providers and their Personnel shall pay suchtaxes, duties, fees and other impositions as may be levied under the Applicable Law, theamountofwhichisdeemedtohavebeenincludedintheContractPrice.

B. Commencement,Completion,ModificationandterminationofContract

2.1 Effectivenessof Contract

ThisContractshall comeintoeffectonthedatetheContractissigned by bothPartiesorsuchotherlaterdateasmaybestatedintheSC.

2.2 CommencementofServices

The Service Providers shall begin carrying out the Services immediately after thedate theContractbecomeseffective,oratsuchotherdateasmaybespecifiedintheSC.

2.3 ExpirationofContract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at theendofsuchtimeperiodaftertheEffectiveDateasisspecifiedintheSC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modificationofthescopeoftheServicesoroftheContractPrice,mayonlybemadeby writtenagreementbetweentheParties.

2.5 ForceMajeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyondthe reasonable control of a Party, and which makes a Party's performance of its obligationsunder the Contract impossible or so impractical as to be considered impossible under thecircumstances.

2.5.2 NoBreach ofContract

The failure of a Party to fulfill any of its obligations under the contract shall not beconsidered to be a breach of, or default under this Contract insofar as such inability arisesfrom an event of Force Majeure, provided that the Party affected by such an event (a) hastaken all reasonable precautions, due care and reasonable alternative measures in order tocarry out the terms and conditions of this Contract, and (b) has informed the other Party assoonaspossibleabouttheoccurrenceofsuchanevent.

2.5.3 Extension ofTime

AnyperiodwithinwhichaPartyshall,pursuanttothisContract,completeanyaction or task, shall be extended for a period equal to the time during which such Party wasunabletoperformsuchactionasaresultofForceMajeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event ofForce Majeure, theService Providers, thepayment shallbearrivedon mutualconsentunderthetermsofthisContract.

2.5.5 Suspension:

The Client may by written notice of suspension to the Service Providers, suspend allaccess to the Service Providers hereunder if the Service Providers fail toperform any oftheir obligations under this contract, including the carrying out of the Services, providedthatsuchnoticeofsuspension(i)shallspecifythenatureofthefailure,and(ii)shallrequesttheServiceProviderstoremedysuchfailurewithinaperiodnotexceed ingthirty
(30)daysafterreceipt bytheService Providersofsuchnoticeofsuspension.

2.6 Liquidateddamagesfordelayincompletion

2.7 Termination

2.7.1 BytheClient

The Client may terminate this Contract, by not less than thirty (30) days' writtennotice of termination to the Service Providers, to be given after the

occurrence of any of theevents specifiedin paragraphs(a) through(d) of this Clause 2.7.1and sixty (60)days' inthecaseoftheeventreferredtoin (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligationsunder the Contract,within thirty (30) days of receipt after being notified or within suchfurtherperiodastheClientmayhavesubsequentlyapprovedin writing;

(b) IftheServiceProviders(oranyoftheirMembers)becomeinsolventorbankrupt ;

(c) If, asthe result ofForceMajeure, the ServiceProvidersareunabletoperform amaterial portionoftheServicesforaperiodofnotlessthansixty(60)days;or

(d) IftheServiceProvider,inthejudgmentoftheClienthasengagedincorruptorfra udulentpracticesincompetingfororinexecutingtheContract.

Forthepurposeofthisclause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value toinfluencetheactionofapublicofficial intheselectionprocessorincontractexecution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selectionprocess or the execution of a contract to the detriment of GOK, and includes collusivepracticeamongServiceProviders(priortooraftersubmissionofproposals)designedtoestablishpricesatartificialnon-competitivelevelsandtodepriveGOKofthebenefitsoffreeandopencompetition.

(e) IftheClient,initssolediscretionandforanyreasonwhatsoever,decidestotermin atethisContract.

2.7.2 BytheServiceProviders

The Service providers may terminate this Contract, by not less than thirty (30) days'written notice to the Client, such notice to be given after the occurrence of any of the eventsspecifiedin paragraphs(a)through (b)ofthisClause2.7.2:

(a) If the Client is in material breach of its obligations pursuant to this Contract and has notremediedthesamewithinforty-five(45)days(orsuchlongerperiodastheServiceprovidersmayhavesubsequentl

yapprovedinwriting)followingthereceiptbytheClientoftheServiceproviders’no ticespecifyingsuchbreach;
(b)if, as the result of Force Majeure, the Service providers are unable to perform a materialportionoftheServicesforaperiod ofnotlessthansixty(60)days.

2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration ofthis Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereundershall cease,except:

(i) suchrightsandobligationsasmayhaveaccruedonthedateofterminationorex piration;

(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) anyrightwhichaPartymay haveundertheApplicableLaw

2.7.4 CessationofServices

Upon termination of this Contract by notice of either Party to the other pursuant toClauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatchorreceiptofsuchnotice, takeallnecessary stepstobring theServicestoaclosein aprompt and orderly manner and shall make every reasonable effort to keep expendituresforthispurposetoaminimum.Withrespecttodocumentspreparedbyt heServiceProviders and equipment and materials furnished by the Client, the Service Providers shallproceedasprovided,respectively,by ClausesGC3.7andGC3.8

C. Obligationsof theServiceProviders:

3.1 General

The Service Providers shall perform the Services and carry out their obligationshereunder with all due diligence, efficiency and economy, in accordance with generallyacceptedprofessionaltechniquesandpractices,andshallobservesoundmanagementpractices, and employ appropriateadvanced technology and safe methods. The ServiceProvidersshallalways act, in respectofanymatter relating tothisContractortotheServices, as faithful advisers to the Client, and shall at all times support and safeguard theClient'slegitimateinterestsinanydealingswithSub-ServiceProvidersorthirdparties.

3.2 ServiceProvidersNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute theService Providers' sole remuneration in connection with this Contract or the Services, andthe Service Providers shall not accept for their own benefit any trade commission, discountor similar payment in connection with activities pursuant to this Contract or to the Servicesor in the discharge of their obligations under the Contract, and the Service Providers shalluse their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents ofeitherofthem,similarlyshall notreceiveanysuchadditional remuneration.

3.3 ProcurementRulesofFundingAgencies

If the Service Providers, as part of the Services, have the responsibility of advisingthe Client on the procurement of goods, works or services, the Service Providers shallcomply with any applicable procurement guidelines of thefunding agencies and shall at alltimesexercisesuchresponsibilityinthebestinterestoftheClient.Anydiscountsorcommissionsobtainedbytheserviceprovidersintheexerciseofsuchprocurementresponsibilityshallbeforthe accountoftheClient.

3.4 ServiceProvidersandAffiliatesNottoengageincertain Activities

TheServiceProvidersagreethat,duringtheterm of thisContractandafteritstermination, the Service Providers and their affiliates, as well as any Sub-Service Providerand any of its affiliates, shall be disqualified from providing goods, works or services (otherthan the Services and any continuation thereof) for any project resulting from or

closelyrelatedtotheServices.

3.5 ProhibitionofConflictingActivities

NeithertheServiceProvidersnortheirSub-ServiceProvidersnorthePersonnelshall engage,eitherdirectlyorindirectly,inany ofthefollowingactivities:

(a) duringthetermofthisContract,anybusinessorprofessionalactivitiesintheGovernment's country which would conflict with the activities assigned to them underthisContract;or

(b) AftertheterminationofthisContract,suchotheractivitiesasmaybespecifiedintheSC

3.5 Confidentiality

The Service Providers, their Sub-Service Providers, and the Personnel of either ofthem shall not, either during the term or within two (2) years after the expiration of thisContract, disclose any proprietary or confidential information relating to the Project, theServices, this Contract, or the Client's business or operations without the prior writtenconsentoftheClient.

3.6 InsurancetoBeTaken outbytheServiceProviders

The Service Providers (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as thecase may be) own cost but on terms and conditions approved by the Client, insuranceagainst the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client'srequest, shall provide evidence to the Client showing that such insurance has been takenoutandmaintainedandthatthecurrentpremiumshavebeenpaid.

3.7 ServiceProviders'ActionsRequiringClient'sPriorApproval

TheServiceProvidersshallobtaintheClient'spriorapprovalinwritingbeforetaking anyofthefollowingactions:

(a) entering into a subcontract for the performance of any part of the Services, it beingunderstood (i) that the selection of the Sub-Service Provider and the terms and conditionsof the subcontract shall have been approved in writing by the Client prior to the executionofthesubcontract,and(ii)thattheServiceProvidersshallremainfullyliableforthe performance of the Services by the Sub-Service Provider and its Personnel pursuant to thisContract;

(b)anyotheractionthatmaybespecifiedintheSC.

3.8 ReportingObligations

TheServiceProviders shallsubmit totheClientthereportsanddocumentsspecified inAppendixAintheform,inthenumbers,andwithintheperiodssetforthinthesaidApp endix.

3.9 DocumentsPreparedby theServiceProviderstoBethePropertyofthe Client

Allplans,drawings,specifications,designs,reportsandotherdocumentsandsoftw are submitted by the Service Providers in accordance with Clause 3.6 shall becomeand remain the property of the Client, and the Service Providers shall, not later than upontermination or expiration of this Contract, deliver all such documents and software to theClient, together with a detailed inventory thereof.The Service Providers may retain a copyof such documents and software.Restrictions about the future use of these documents, ifany,shallbespecifiedintheSC.

D. ServiceProviders' PersonnelandSub-ServiceProviders

4.1 DescriptionofPersonnel

The titles, agreed job descriptions, minimum qualifications and estimated periods ofengagement in the carrying out of the Services of the Service Providers' Key Personnel aredescribed in Format 3D (Section 3).The Key Personnel and Sub-Service Providers listed by title aswellasbynameinFormat 3D (Section 3)areherebyapprovedbytheClient.

4.2 Removaland/orReplacementofPersonnel

(a) ExceptastheClientmayotherwiseagree,nochangesshallbemadeintheKeyP ersonnel.If, for any reason beyond the reasonable control of the Service Providers,
itbecomesnecessarytoreplaceanyoftheKeyPersonnel,theServiceProviderssha llforthwithprovideasareplacementaperson
ofequivalentorbetterqualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct orhas been charged with having committed a criminal action, or (ii) have reasonable cause tobe dissatisfied with the performance of any of the Personnel, then the Service Providersshall, at the Client's written request specifying the grounds therefor, forthwith provide as

areplacementaperson withqualificationsandexperienceacceptabletotheClient.

(c) TheServiceProvidersshallhavenoclaimforadditionalcostsarisingoutoforincidentaltoanyremoval and/orreplacementofPersonnel.

E. ObligationsoftheClient

5.1 Assistance andExemptions

UnlessotherwisespecifiedintheSC,theClientshalluseitsbesteffortstoensurethattheGovernmentshall:

(a) issue to officials, agents and representatives of the Government all such instructions asmaybenecessaryorappropriateforthepromptandeffectiveimplementationoftheServices;

(b) assisttheServiceProvidersandthePersonnelandanySub-ServiceProvidersemployed by the Service Providers for the Services from any requirement to register orobtain any permit to practice their profession or to establish themselves either individuallyorasacorporateentityaccordingtotheApplicableLaw;

(c) provide to the Service Providers, Sub-Service Providers and Personnel any such otherassistanceasmaybespecifiedintheSC.

F. Paymentto theServiceProviders:

6.1 ContractPrice

TheContractpriceissetforthintheSpecial Condition

6.2 PaymentforAdditionalServices

The Service Provider has to render the services of any sort as required by the clientduetounforeseencircumstanceswithinthescopeofservicesagreeduponduringthecontractperiodwithoutclaminganyrelaxationinannualcharges.

6.3 Intereston DelayedPayments

If the Service Provider has delayed payments beyond fifteen (15) days after the duedate stated in the Conditions, interest shall be paid to the Client for each day of delay at theratestatedintheConditions.

G. Settlementof Disputes

a. AmicableSettlement

ThePartiesshall usetheir besteffortstosettleamicablyall disputesarisingoutoforinconnectionwiththisContractoritsinterpretation.

b. DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract thatcannot be settled amicably within thirty (30) days after receipt by one Party of the otherParty'srequestforsuchamicablesettlementmaybesubmittedbyeitherPart yforsettlementinaccordancewiththeprovisionsspecifiedintheSC.

H. Penalty Schedule

In the event of a breach of contract terms or non-compliance with the Scope of Work, the applicable penalties shall be imposed as per the schedule outlined below:

Sr. No.	Cause for Penalty to the operator	Penalty per Day (INR)
1	Attendant / security guard at site not in uniform / without identity card	500
2	Arrows indicating parking area not painted	500
3	Boards displaying Pay-and-park availability, rate schedule, sample ticket, and BBMP logo not displayed at site	500
4	Failure to earmark parkings as per plan	1000 per instance
5	Vehicles found parked outside the officially demarcated parking slots	500
6	Charging higher than prescribed rates	5000 per instance
7	Real time collection datanot being provided to BBMP	1000 per day
8	Vehicle parked in designated area without issuance of ticket (per vehicle)	1000 per vehicle
9	Manual parking without entry into handheld device	2000 per

Sr. No.	Cause for Penalty to the operator	Penalty per Day (INR)
		instance
10	Violation of any other terms and conditions of the Contract	2000

3. SPECIALCONDITIONSOF CONTRACT

NumberofAmendmentsof,and Supplementsto,Clausesin the GeneralGCClause*ConditionsofContract

1.1(h)TheMemberinChargeis].

1.4.1Theaddressesare:

Client:**Joint Commissioner Esat Zone Mayohall Premises, Residency Road,**
Bangalore-01.

Attention:_____
_____
Telephone:_____
E-
mail:----------

ServiceProviders:_____
_____
_____

Attention:_____
_____
Telephone:_____
E-mail :----------

[Note:Fillintheblanks]

[1.4.2Noticeshall bedeemedtobeeffectiveasfollows:

(a) Inthecaseofpersonaldeliveryorregistered mail,ondelivery;
(b) In the case of telexes/e-mail, 24 hours following confirmed transmission
(c) In the case of telegrams, 24 hours following confirmed transmission; and
(d) Inthecaseoffacsimiles,24hoursfollowingconfirmedtransmission.]

[1.6TheAuthorizedRepresentativesare:

FortheClient:**Joint Commissioner East Zone**
FortheServiceProvider:_____

[Note:Fill intheblanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies andother impositions levied under the existing, amended or enacted laws during life ofthis contract and the client shall perform such duties in regard to the deduction ofsuchtaxasmaybelawfullyimposed.

[2.1ThedateonwhichthisContractshall comeintoeffectis:

[2.2Thetimeperiodshall be15daysorany other appropriateorsuchothertimeperiodasthepartiesmayagreeinwriting.

[2.3Theperiodshall

be15daysorsuchotherperiodasthepartiesmayagreeinwriting].

[3.4Therisksandthecoveragesshallbe:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act,1988, in respect of motor vehicles operated in India by the Service Providers ortheirPersonneloranySub-ServiceProvidersortheirPersonnel,fortheperiodofServiceProvider;

(2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- (RupeesFiveLakhsonly)fortheperiodofServiceProvider;

(3) Client’s liability and workers' compensation insurance in respect of the Personnel ofthe Service Providers and of any Sub-Service Provider, in accordance with therelevantprovisionsoftheApplicableLaw,aswellas,withrespecttosuch Personnel, any such life, health, accident, travel or other insurance as may beappropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract valueforthisServiceProvider;and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or inpartwithfundsprovidedunderthisContract, (ii)theServiceProviders'propertyused in the performance of the Services, and (iii) any documents prepared by theServiceProvidersintheperformanceoftheServices.

[Note:Fillintheblanksanddeletewhatisnotapplica

ble]

[3.7TheServiceProvidersshallnotusethesedocumentsforpurposesunrelatedtoth isContractwithoutthepriorwrittenapprovaloftheClient.]

[5.1Note:Listhere anychanges or additions toClause GC5.1Ifthere are no such changes oradditions,deletethisClauseSC5.1fromtheSC.]

[6.2TheamountofContractisRs

..[6.4Theaccountis.....]

[7.2Disputesshall besettledbyarbitrationinaccordancewiththefollowingprovisions.

i. SelectionofArbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitratororanarbitrationpanelcomposedofthreearbitrators,inaccordancewiththefollowingprovisions:

(a) Where the Parties agree thatthe dispute concerns a technicalmatter, they mayagree to appoint a sole arbitrator or, failing agreement on the identity of such solearbitrator within thirty (30) days after receipt by the other Party of the proposalof a name for such an appointment by the Party who initiated the proceedings,eitherPartymayapplytothePresident,InstitutionofEngineersIndia* ,Bangalore chapter, for a list of not fewer than five nominees and, on receipt ofsuchlist,thePartiesshallalternatelystrikenamestherefrom,andthelastremainingnomineeonthelistshallbethesolearbitratorforthematterindispute. If the last remaining nominee has not been determined in this mannerwithinsixty(60)daysofthedateofthelist,thePresident,Institutionof Engineers India*,shall appoint, upon the request of either Party and from suchlistorotherwise,asolearbitratorforthematterindispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the ClientandtheServiceProvidersshalleachappointonearbitrator,andthesetwoarbitrators shall jointly appoint a third arbitrator, who shall chair the arbitrationpanel.If the arbitrators named by the Parties do not succeed in appointing athird arbitrator within thirty (30) days after the latter of the two

arbitratorsnamedbythePartieshasbeenappointed,thethirdarbitratorshall, atttherequestofeitherParty,beappointedbySecretary,theIndianCouncilofA rbitration,NewDelhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitratorwithin thirty (30) days after the other Party has appointed its arbitrator, theParty which has named an arbitrator may apply to the Secretary, Indian Councilof Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute,andthearbitratorappointedpursuanttosuchapplicationshallbethe solearbitratorforthatdispute.

ii. RulesofProcedure

ArbitrationproceedingsshallbeconductedinaccordancewithprocedureoftheArbitration&ConciliationAct1996,ofIndia

iii. Substitute Arbitrators

Ifforanyreasonanarbitratorisunabletoperformhisfunctionasubstituteshallbeappointedinthesamemannerastheoriginalarbitrator.

iv. QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a)through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technicalexpertwithextensiveexperienceinrelationtothematterindispute.

v. Miscellaneous

Inanyarbitrationproceedinghereunder:

(a) proceedingsshall,unlessotherwiseagreedbytheParties, beheldinBangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the thirdarbitrator if there is no such majority) shall be final and binding and shall be enforceable inany court of competent jurisdiction, and the Parties hereby waive any objections to orclaimsofimmunityin respect ofsuch enforcement.

4. APPENDICES

AppendixA:ReportingRequirements

1. **Real-Time Data Integration**

   The Service Provider shall ensure continuous, real-time integration of parking collection data with BBMP's centralized system. The data shall include, at a minimum:
   - Number of tickets issued
   - Revenue collected
   - Occupancy levels for designated parking stretches

2. **Monthly Aggregate Reporting**

   A comprehensive monthly report summarizing the above metrics must be submitted to the BBMP office (address as specified in the main document) no later than the 7th day of the month following the reporting period. The report shall be submitted in both soft and hard copy formats, as prescribed by BBMP.

3. **Advance Payment Schedule**

   The initial advance payment shall be made within 15 days of receipt of the Letter of Acceptance. Thereafter, all subsequent recurring or phase-wise payments shall be made at least 15 days in advance of the commencement of operations for the respective phase.

Appendix B: Pre bid meeting queries format

Serial Number	Clause	Page Number	Proposed Modification/Query

Appendix C: Form of Bank Guarantee for Advance Payments

(ReferenceSC Clause6.4ofContract)

(TobestampedinaccordancewithApplicableStampAct,ifany)

Ref:_____BankGuarantee:_____Date:
_____

DearSir,

InconsiderationofM/s.___
_____(hereinafterreferredasthe“Client”,whichexpression shall, unless repugnant to the context or meaning thereof include it successors,administrators and assigns) having awarded to M/s._____
_____
_(hereinafterreferredtoasthe“ServiceProvider”whichexpressionshallunlessrepugnanttothecontext or meaning thereof, includeits successors, administrators, executors and assigns),acontractbyissueofclient’sContractAgreementNo. _____dated_____and thesame having been unequivocally accepted by the Service Provider, resulting in a Contractvaluedat_____for_____
_____Contract(hereinaftercalledthe“Contract”)and the Client having agreed to make an advance payment to the Service Provider forperformanceoftheaboveContractamountingto
_____
(inwordsandfigures)asanadvanceagainstBankGuaranteetobefurnished bytheServiceProvider.

We_____(NameoftheBank)havingitsHeadOfficeat_
_____
(hereinafterreferredtoastheBank),whichexpressionshall,unlessrepugnanttothe contextormeaning thereof, include its successors, administrators executors and assigns) do herebyguaranteeandundertaketopaytheclientimmediatelyon demandany or,allmoniespayablebytheServiceProvidertotheextentof _____asaforesaidatanytimeupto
_____@_____without any demur, reservation, contest, recourse or protest and/orwithout any reference to the Service Provider.Any such demand made by the client on theBank shall be conclusive and binding notwithstanding any difference between the Clientand the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator orany other authority.we agree that the Guarantee herein contained shall be irrevocable andshall continuetobeenforceabletilltheClientdischargesthisguarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bankunder this Guarantee, from time to time to vary the advance or to extend the time forperformance of the contractby the ServiceProvider.The Client shallhave the fullestliberty without affecting this guarantee, to postpone from time to time the exercise of anypowers vested in them or of any right which they might have against the Client and toexercise the same at any time in any manner, and either to enforce or to forebear to enforceany covenants, contained or implied, in the Contract between the Client and the ServiceProvider any other course or remedy or security available to the Client.The bank shall notberelievedofitsobligationsunder thesepresentsbyanyexercisebytheClientofitslibertywith reference to the matters aforesaid or any of them or by reason of any other act orforbearance or other acts of omission or commission on the part of the Client or any otherindulgence shown by the Client or by any other matter or thing whatsoever which underlawwouldbut forthisprovisionhavetheeffectofrelievingtheBank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guaranteeagainst the Bank as a principal debtor, in the first instance without proceeding against theServiceProviderandnotwithstandinganysecurityorotherguaranteethattheCli entmay haveinrelationtotheServiceProvider'sliabilities.

Notwithstandinganythingcontainedhereinaboveourliabilityunderthisguarantee islimitedto anditshallremaininforceuptoandincluding_____ _____andshall be extended from time to time for such period (not exceeding one year), as may bedesiredbyM/s. _____onwhosebehalfthisguaranteehasbeengiven.

Dated this_____dayof_____20at_____

WITNESS

(signature)(signature)

(Name)(Name)

(Official Address)

Designation(withBankstamp)

Attorney as per Power of

AttorneyNo._____Dated _____

Note:Thebankguaranteeshallbeissuedeitherbyabank(Nationalized/ Scheduled)locatedinIndia.

Appendix D: EMD Declaration format

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf ofthetenderer…… (Nameofthetenderer),shallnotbewithdrawnormodifiedduringtheperiodofvalidityorextended periodofvalidity.

I, on behalf of the tenderer…… (Name of the tenderer), alsoaccept the fact that incase of tender is withdrawn or modified during the period of itsvalidity/extended validity period or if we failed to sign the contract in case the contract isawarded to us or we fail to submit a Performance Security and Additional PerformanceSecurity,ifany,beforethedeadlinefixedinthetenderdocument,then…….
(Name of the tenderer) will be debarred for participation in the tendering process for theProcurements ofthisProcurement Entityfora periodof oneyearfrom thedateofdefault.

SignatureoftheAuthorizedSignatory,(Official seal)

Appendix E: Approved Rate Card

Parking chargestobecollectedshould not exceed the below mentioned Rates

	Parking charges (INR)	
	4-Wheeler	**2-Wheeler**
Per Hour	30	15
Full day	150	75
Full Month*	3000	1500

*With a maximum of 30% of slots given as monthly pass

Appendix F – Certificate of Compliance and Understanding

[To be submitted on the letterhead of the Tenderer / Bidder]

Date:
To:
Designation:
Name of the Procuring Authority:
:Address:

Subject: Certificate of Having Read and Understood the Clauses Specified in the Tender Document

I/We, the undersigned, hereby certify that I/we have thoroughly read, understood, and agree to comply with all the clauses, terms, and conditions mentioned in the Tender Document including those specified in the above RFPNo: JC/E/TEND/ / 2024- 25

I/We further declare that all the information and documents provided as part of our tender submission are true and accurate to the best of our knowledge and belief

I/We understand that any deviation or false declaration may lead to disqualification or termination of the contract at any stage.

Authorized Signatory:

(Signature)

Name:

Designation:

Company Name:

Contact Details:

Seal/Stamp of the Bidder

Appendix G: Road Mapping and Allocation of Two-Wheeler and Four-Wheeler Parking Slots

M.G. Road (From Mayohall Court Signal to LIC Building):

4 Wheelers Slots	97
2 Wheelers Slots	106
Kilometers of Road	1.07 Km